

Contract ID#: CQPK15000049Department: Parks, Rec. & Museums**HOTEL & MOTEL TAX PROGRAM  
GRANT****Contract Details****262-15**NIFS ID #: CQPK15000049 NIFS Entry Date: 6/2/15 Term: 4/1/15-3/31/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

**Agency Information**

Vendor	
Name: Friends of Nassau County Bailey Arboretum	Vendor ID# <u>510190936 01</u>
Address 194 Bayville Road Locust Valley, NY 11560	Contact Person:  Margaret Stacey
EMAIL: <u>baileyarbprez@gmail.com</u>	Phone: <u>516 571 8020</u> Fax: <u>none</u>

County Department
Department Contact Eileen Krieb
Address:  Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax: 516-572-0227

**Routing Slip**

Brian Nugent, Chief Dep. Commissioner

Date 6/4/15

Frank Camerlengo, Dep. Commissioner

Date 6/4/15

Eileen Krieb, CSR

Date 6/3/15

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & FWD.	SIGNATURE	Leg. Approval Required
<u>6/4/15</u>	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<u>6/4/15</u>	<i>[Signature]</i>	
<u>6/15/15</u>	OMB	NIFS Approval (Contractor Registered)	<u>6/15/15</u>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>6/19/15</u>	County Attorney	CA RE & Insurance Verification	<u>6/19/15</u>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>6/19/15</u>	County Attorney	CA Approval as to form			
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
	County Executive	Notarization Filed with Clerk of the Leg.	<u>6/22/15</u>	<i>[Signature]</i>	

Contract ID#: CQPK15000049Department: Parks, Rec. & Museums

## Contract Summary

<b>Description:</b> The Friends of Nassau County Bailey Arboretum
<b>Purpose:</b> The Grantee shall undertake a new program or exhibit (the "Program") to improve and advance the marketability of cultural and historical attractions located in the County.
<b>Method of Procurement:</b> Hotel and Motel Grant Program
<b>Procurement History:</b> Hotel/Motel Grant
<b>Description of General Provisions:</b> GRANT- Subject to the terms and conditions contained in the Agreement, the County shall make a grant to the Grantee in an amount not to exceed sixty thousand dollars (\$60,000.00) to assist with costs associated with the Friends of Nassau County Bailey Arboretum.
<b>Total Costs:</b> \$60,000.00
<b>Impact on Funding / Price Analysis:</b> Funds appropriated and approved through Hotel/ Motel Tax Program
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	gen 1900
Object:	de 500
Transaction:	104

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$60,000.00
<b>TOTAL</b>	<b>\$ 60,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen/900 de 500	\$ 60,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 60,000.00</b>

Document Prepared By: L. RosenthalDate: 5/27/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name	Name	Date: <u>6/22/15</u>
Date	Date	(For Office Use Only)
		E #:

RESOLUTION NO. -- 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE FRIENDS OF NASSAU COUNTY BAILEY ARBORETUM.

APPROVED AS TO FORM

  
Deputy County Attorney

WHEREAS, Nassau County ("County") has received funding from the State of New York pursuant to State Tax Law section 1202-q, and appropriated said funds to the Department of Parks, Recreation and Museums ("Department") in accordance with said law in order to support programs and activities relevant to the enhancement of cultural in the County; and

WHEREAS, the Department has determined that funding shall be awarded to The Friends of Nassau County Bailey's Arboretum, an existing not-for-profit organization located within the County for the continuation and enhancement of cultural growth in the County; now, therefore, be it

RESOLVED, that the Nassau County Legislature authorizes the County Executive to execute the said agreement with The Friends of Nassau County Bailey's Arboretum.

LINK TO:

CURRENT YR BUDGET &amp; OBLIGATION SUMMARY

11:25 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 06 2015 JUNE 2015

INDEX :

ORGANIZATION : PK10

ADMINISTRATION

CHARAC / OBJECT : X

FDTP FUND SFND :

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
DE	CONTRACTUA	4,171,000	4,171,000	2,193,419	1,977,581
	EXP TOTAL	6,576,786	6,576,786	2,970,220	3,606,566
	REV - EXP	-2,391,786	-2,391,786	-1,714,191	677,595

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

GO12 - NEXT PAGE DISPLAYED

FAML6161 V4.2

NIFS PRODUCTION SYSTEM

06/05/2015

LINK TO:

VENDOR DETAIL

11:30 AM

ACTIVE

FISCAL MO/YEAR : 10 2014 OCT 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 510190936

FRIENDS OF NASSAU CTY BAILEY ARBORETUM

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	10/02/2014	136P	VDPK14000245	01	PKGRT97000TH	DE500		10 2014	
	09/16/2014	*22*							-50,000.00

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

GO14 - RECORD FOUND

LINK TO:

VENDOR DETAIL

11:31 AM

ACTIVE

FISCAL MO/YEAR : 08 2014 AUG 2014 BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 510190936 FRIENDS OF NASSAU CTY BAILEY ARBORETUM

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	08/05/2014	103	CQPK14000036 01 PKGRT97000TH DE500					08 2014
			FRIENDS OF NASSAU CTY BAILEY ARBOR 4/1-12/31/14					50,000.00

F1-HELP F2-SELECT  
F7-PRIOR PG F8-NEXT PG F9-LINK  
GO14 - RECORD FOUND

LINK TO:

DOCUMENT HEADER

11:54 AM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL  
ENTERED BY : BUFFOLINO, PATTI 2-0240  
DOCUMENT NUMBER : CQPK15000049 INITIATING DEPT : PK  
INPUT PERIOD (MM YYYY) : 06 2015 JUNE  
VENDOR NUMBER / SUFFIX : 510190936 01 APPROVAL TYPE : 01  
VENDOR NAME : FRIENDS OF NASSAU CTY BAILEY ARBORETUM  
VENDOR ADDRESS : 194 BAYVILLE ROAD

LATTINGTOWN NY 11560  
COUNTRY : USA  
ALPHA VENDOR : FRIENDS NASS BAILEY ARBOR  
BANK NUMBER : TREAS NO :  
DUE DATE : SINGLE CHECK :  
DOCUMENT AMOUNT : 60,000.00 CURRENCY CODE :  
NUMBER OF LINES : 1 RESPONSIBLE UNIT :  
TRANSACTION CODE HASH :  
TERMS : NOTEPAD (Y OR N) : N  
POSTING/EDIT ERRORS :  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
G014 - RECORD FOUND

FAML4050 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

06/02/2015  
11:54 AM

DOCUMENT : CQPK15000049 - 01 INPUT PER: 06 2015 AMOUNT : 60,000.00

-----  
TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE  
DOCUMENT REF :  
TRANS DESC. : FRINDS OF NC BAILEY ARB 4/1/15-3/31/16  
TRANS AMOUNT : 60,000.00  
INDEX : PKGEN1900 HM HISTORIC BLDG REST PK98  
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT  
F7-VIEW DOC F9-LINK F10-SAVE  
G008 - NEXT RECORD DISPLAYED



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** The Friends of Nassau County Bailey Arboretum  
**CONTRACTOR ADDRESS:** 194 Bayville Road, Locust Valley, NY 11560  
**FEDERAL TAX ID** 510190936

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
Brian Nugent, Chief Dep. Commissioner

  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Friends of Nassau County Bailey Arboretum  
Address: 194 Bayville Road, Laitingtown, NY 11570  
City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 510190936

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp 501C3 Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NA

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NA

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: May 20, 2015

Signed: Margaret Stacey

Print Name: Margaret Stacey

Title: president

**BAILEY ARBORETUM INC.**  
**Board of Trustees—Advisory Board—Staff**  
**January 2015**

<b>Personal Contact Information</b>	<b>Business Contact Information</b>
<b>Margaret L. Stacey [President]</b> 56 Horse Hollow Road Lattingtown, NY 11560 516.801.2521 <a href="mailto:baileyarbprez@gmail.com">baileyarbprez@gmail.com</a>	New York Institute of Technology English Language Institute Old Westbury Campus Northern Boulevard, P.O. Box 8000 Old Westbury, NY 11568-8000 516.686.7686
<b>Peter Picoli [Vice President]-Buildings Chair</b> 15 Cherrywood Lane Locust Valley, NY 11560 Home 516.676-4864 Cell# 631 316 3225 <a href="mailto:peter.picoli@gmail.com">peter.picoli@gmail.com</a>	Douglas Elliman 71 Forest Avenue Locust Valley, NY 11560 516.759.0400
<b>Janet Deans [Secretary]</b> <b>Nominating and Governance Chair</b> 1155 Pine Valley Road Oyster Day, NY 11771 515.484.5196, <a href="mailto:jwmd1155@aol.com">jwmd1155@aol.com</a>	
<b>Marvin Schechter, Esq [Treasurer]</b> <b>Finance/Fund Development Chair</b> 11 Stoddart Court Matinecock, NY 11560	<b>Tunstead &amp; Schechter</b> 500 North Broadway, Suite 101 Jericho, NY 11753 516.822.4400 <a href="mailto:ms@tslawyers.com">ms@tslawyers.com</a>
<b>Jan Hagner</b> 37 Wood Lane Lattingtown, NY 11560 516.674.4715 <a href="mailto:jhagner@optonline.net">jhagner@optonline.net</a>	Village of Lattingtown 299 Lattingtown Rd., P.O.Box 488 Lattingtown, NY 11560 516.676.6920 <a href="mailto:villatt@optonline.net">villatt@optonline.net</a>
<b>Lynda Anderson Busquet</b> 10 Mountain Ave. Bayville, NY 11709 516.729.9412 mobile <a href="mailto:lyndaandersonbusquet@gmail.com">lyndaandersonbusquet@gmail.com</a>	Anderson Galleries 516.628.9331 gallery <a href="http://www.LyndaAndersonGalleries.com">www.LyndaAndersonGalleries.com</a> <a href="http://www.CharlesCaryRumsey.com">www.CharlesCaryRumsey.com</a>
<b>Elana Hoffmann-Community Events Chair</b> 222 Bayville Road Locust Valley, NY 11560 516.759.7190 <a href="mailto:Lindentree1@optonline.net">Lindentree1@optonline.net</a>	
<b>Sue MacKinnon-Education Chair</b> 46 Duck Pond Road Glen Cove, NY 11542 516.759.2063 <a href="mailto:smackinnon@optonline.net">smackinnon@optonline.net</a>	
<b>Cora B. Michalis</b> 273 Bayville Road Locust Valley, New York 11560 516.676.7777 <a href="mailto:cfm273@optonline.net">cfm273@optonline.net</a>	
<b>Anna Grace Oslansky-Archives/History Chair</b> 57 Nursery Street Locust Valley, NY 11560 516.676.7693, <a href="mailto:agoslansky@msn.com">agoslansky@msn.com</a>	

**BAILEY ARBORETUM INC.**  
**Board of Trustees—Advisory Board—Staff**  
**January 2015**

<b>Richard Weir-Horticultural Chair</b> 174 Cove Road Oyster Bay, NY 11771 Home 516.922.1956 Cell 516.551-8048 rw38@cornell.edu	
<b>Tom Hogan Esq.</b> Tomhogan2@yahoo.com	Hogan & Hogan 108 Forest Ave, Locust Valley 516 -759-4270
<b>Nicholas DellaFera</b> 275 Lattingtown Rd Lattingtown,, NY 11560 516.509-7312 Ndellafera1@gmail.com	
<b>Mark DeNatale</b> 223 Bayville Rd Locust Valley, NY 11560 516.671 9125 teamdolce@optonline.net	
<b>Jonathan Sullivan [Advisory]</b> Egypt Lane Locust Valley, NY 11560 516.663.6603 jsullivan@rmfpc.com	Ruskin, Moscou, Faltischek Attorneys at Law 1425 RXR Plaza Uniondale, NY 115556



## HOTEL/MOTEL TAX GRANT AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto, by and between the COUNTY OF NASSAU, a municipal corporation having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at the Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), The Friends of Nassau County Bailey Arboretum, a not-for-profit organization, having its address as 194 Bayville Rd, Locust Valley, NY 11560, (hereinafter referred to as "Grantee" or "Contractor").

### WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to support programs and activities relevant to the enhancement of tourism in the County by providing grants to existing museums and cultural organizations located in the County for the expenses of on-going operating or program support.

WHEREAS, the Department, with respect to the Grantee's request for funding, a copy of which is attached hereto and made a part hereof as Appendix "A," has determined that funding shall be awarded to the Grantee in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on April 1, 2015 and terminate on March 31, 2016, unless sooner terminated as provided for herein.
2. The Program. The Grantee shall undertake on-going operating and program support (the "Program") by pursuing national accreditation at the Bailey Arboretum. The Program is more particularly described in Appendix "A" attached hereto and incorporated herein by reference.
3. Grant Payments. Subject to the terms and conditions contained in this Agreement, the County shall make a grant (the "Grant") to the Grantee in an amount not to exceed **Sixty thousand dollars (\$60,000.00)** to assist with costs associated with the Program as set forth in Appendix "A" attached hereto. The Grant shall be payable in advance within a reasonable time after the execution of this Agreement by the County.

Vouchers; Voucher Review, Approval and Audit. Payment shall be made to the Grantee and shall be contingent upon the Grantee submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the intended use of the Grant, (B) certifies that the Grant request is in accordance with this Agreement, (C) is accompanied by documentation satisfactory to the County demonstrating that the Program is consistent with the purposes set forth in State Tax Law 1202-q, and (D) is subject to review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3<sup>rd</sup>) month following the termination or expiration of this Agreement, the Grantee shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Payment to the Grantee following termination or expiration of this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. Compliance with Law.

(a) Generally. The Grantee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Grantee acknowledges that Grantee Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Grantee of such request prior to

disclosure of the Information so that the Grantee may take such action as it deems appropriate.

6. Indemnification. The Grantee shall use these Grant funds solely for the Program and the County's role in the Program shall be limited to providing the Grant. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Program under this Agreement. In furtherance of the foregoing, the Grantee shall be responsible and hold harmless, indemnify and defend the County, its employees, officers and agents from any and all liabilities, losses, costs, claims, expenses (including, without limitation, attorneys' fees and disbursements), and damages ("Losses") arising out of or in connection with the Grantee or Grantee Agent performance under this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, provided, however, that the Grantee shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County. The provisions of this Section shall survive the termination of this Agreement.

7. No County Liability Beyond Grant. The County shall have no liability under this Agreement to any Person beyond the Grant funds actually received by the County and appropriated or otherwise lawfully available for this Agreement.

8. Reporting Requirements. The Grantee shall provide to the County a full report and accounting of the use of the Grant funds within sixty (60) days of receipt and every thirty (30) days thereafter through the expenditure of the Grant funds. Such report shall contain a certification, by a person duly authorized to represent the Grantee that the Program has been satisfactorily implemented and sufficiently outlines the accounting of all monies received and expenditures made as well as the progress and results of the Program. Any Grant funds remaining unexpended shall be returned to the County upon termination of this Agreement.

9. Recordkeeping Requirements. The Grantee shall maintain and retain, for a period of six (6) years following the completion of the Program, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County, the Comptroller, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

10. Use of Grant

(a) The Grantee agrees to the use Grant funds solely toward expenses associated with the Program and for no other purpose.

(b) Any portion of the Grant not spent in accordance with this Agreement prior to termination shall be returned to the Department within five (5) business days of such termination.

(c) The County reserves the right, in the County's sole discretion, for any or no reason, to revoke this Agreement on thirty (30) days notice or at any time in the event that the Grantee fails to comply with any terms and/or conditions contained in this Agreement.

11. Amendments to the Agreement. This Agreement may not be amended without the prior written consent of the Commissioner of the Department or his or her duly designated deputy (the "Commissioner") and any purported amendment or modification without such prior written consent shall be null and void.

12. No Arrears or Default. The Grantee is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

13. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

14. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

16. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

IN WITNESS WHEREOF, the Grantee and the County have executed this Agreement as of the date first above written.

The Friends of Nassau County Bailey Arboretum

By: Margaret Stacey  
Name: Margaret Stacey  
Title: President  
Date: May 20, 2015

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
(or) \_\_\_\_\_ Chief Deputy County Executive  
(or) \_\_\_\_\_ Deputy County Executive  
Date: \_\_\_\_\_

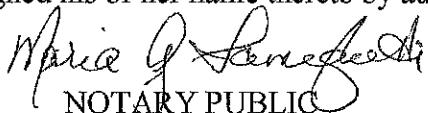
PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of May in the year 2015 before me personally came Margaret Starny to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Friends of Nassau County Rail Authority, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC

**MARIA G FAMIGLIETTI**

**Notary Public - State of New York**

**No. 01FA5027292**

**Qualified in Nassau County**

**My Commission Expires May 09, 2016**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is \_\_\_\_\_ the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## Appendix "A"

SEE ATTACHED LETTER FROM THE FRIENDS OF NASSAU COUNTY BAILEY ARBORETUM REQUESTING FUNDING.





APPENDIX "A"

FRIENDS OF BAILEY ARBORETUM

February 26, 2015

Mr. Brian Nugent,  
Nassau County Department of Parks, Recreation, Museums  
Eisenhower Park Administration Building  
East Meadow, NY 11554

Dear Commissioner Nugent,

Friends of Nassau County Bailey Arboretum is requesting a grant to repair severely compromised buildings on the Bailey Arboretum Property.

All of these items have been brought to the attention of the county at previous meetings. They have become more critical through time. (See photos)

Aware of the pressure on the county we will undertake these projects ourselves if we can receive the grant monies through the Hotel/Motel Tax Grant Fund.

We are asking for a grant of ~~\$200,000~~ based on preliminary bids.

The following is a list of our specific concerns:

**Bailey House:** Repairs are necessary to resolve leaks, replace flashing, repair windows. Bailey House, used extensively for rentals, needs external repainting.

**Visitors Cottage:** Currently closed to visitors because of a rotted floor. Needs to address the water table level and replace the flooring.

**Carriage Barn/Education Center:** Entrance porches are reaching unsafe conditions. Need to be replaced. Gutters need to be replaced.

Bailey Arboretum has been enjoying an increase in visitor traffic, educational programs, and as a special event venue. However, this is all in jeopardy with a closed Visitor's Cottage, limited access to the education center, and our catering facility with leaks and peeling paint.

Friends of Nassau County Bailey Arboretum has prided itself in its fiscal responsibility and will continue to serve Nassau County and the Parks Department as a key county destination.

More



## FRIENDS OF BAILEY ARBORETUM

We would be happy to meet with you to discuss our facility requirements in more detail.

Thank you for your consideration and continued support.

Sincerely yours,

Margaret Stacey  
President

Mike Maron  
Superintendent

P.S. I hope you will join us on Arbor Day April 24, 2015 when County Executive Mangano plants a tree at Bailey Arboretum in honor of the Arboretum's accreditation as Long Island's first accredited arboretum.



CQPK15000049

# Nassau County Interim Finance Authority

## Contract Approval Request Form

1. Vendor: The Friends of Nassau County Bailey Arboretum

2. Dollar amount requiring NIFA approval: \$ 60,000.00

Amount to be encumbered: \$ 60,000.00

This is a x New contract        Advisement        Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 4/1/2015-3/31/2016

Has work or services on this contract commenced?        Yes        No

If yes, please explain:       

4. Funding Source:

       General Fund (GEN)  
       Police District Fund (PDD)  
       Police Headquarters Fund (PDH)  
       Fire Commission Fund (FCF)  
       Sewer & Storm Water Fund (SSW)

       Capital Improvement Fund (CAP)  
       Red Light Camera Fund (RLC)  
       Public Utility Authority (PUA)  
☒ Grant Fund (GRT)

Federal %       

State %       

County %       

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Friends of Nassau County Bailey Arboretum will honor this agreement by pursuing national accreditation. This would include the retention of an Arboriculture Collections Manager, creation of a data base of the collection, evaluate and minister to the health of the existing collection, expand the collection and make the collection available to universities and scientific organizations for further study.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form        Yes        No        N/A  
Nassau County Committee and/or Legislature        Yes        No        N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Cqpk14000036 - \$50,000

### NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

CQPK15000849

### AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

ILDA B... 6/15/15  
Signature Title Date

\_\_\_\_\_  
Print Name

### COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

**All contract submissions MUST include the County's own routing slip.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**